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ELIAS C. ALVORD (1942)  
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OF COUNSEL  
URBAN A. LESTER

June 14, 1996

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a Full Release Agreement, dated as of May 26, 1996, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement which was previously filed with the Commission under Recordation 17653.

The names and addresses of the parties to the enclosed document are

Debtors: William A. Furman  
One Centerpointe Drive  
Lake Oswego, Oregon 97035

Alan James  
One Centerpointe Drive  
Lake Oswego, Oregon 97035

Secured Party Key Bank of Oregon  
1211 S W Fifth Avenue, Suite 300  
Portland, Oregon 97204

The enclosed document is a full release, a description of the railroad equipment is set forth in the Security Agreement previously filed herein

RECEIVED  
SURFACE TRANSPORTATION  
BOARD

JUN 14 1 56 PM '96

17653-B  
JUN 14 1996 - 2:00 PM

Counterparts - Joseph M. Furman

Mr. Vernon A. Williams  
June 14, 1996  
Page 2

Also enclosed is a check in the amount of \$21.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours

A handwritten signature in dark ink, appearing to read 'Robert W. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/bg  
Enclosures

**SURFACE TRANSPORTATION BOARD  
WASHINGTON, D.C. 20423-0001**

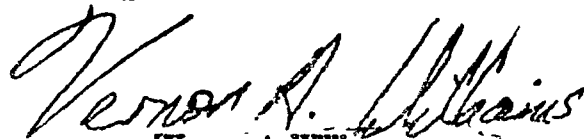
6/14/96

Robert W. Alvord  
Alvord And Alvord  
918 Sixteenth Street, NW, Ste. 200  
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/14/96 at 2:00PM, and assigned recordation number(s). 17653-B.

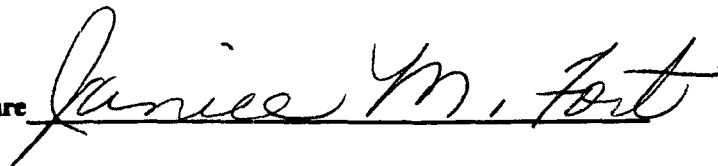
Sincerely yours,

  
Vernon A. Williams  
Secretary

Enclosure(s)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



17653 B

JUN 1 1996 - 2 00 PM

FULL RELEASE AGREEMENT

This Full Release Agreement is made as of May 26, 1996 by Key Bank of Oregon ("Lender") in favor of William A. Furman, an individual, and Alan James, an individual, (each a "Borrower" and together the "Borrowers").

RECITALS

A. Pursuant to a Loan and Security Agreement dated as of December 30, 1991 ("Security Agreement") between Lender and Borrowers, Lender has agreed to loan to Borrowers monies (the "Loan"). To secure payment of the Loan and certain other amounts, Borrowers executed and delivered to Lender the Security Agreement, pursuant to which Borrower assigned, granted and pledged to Lender a security interest in certain railcars and leases, both as defined in the Security Agreement (the leases and railcars are hereafter referred to as the "Collateral").

B. The Security Agreement was filed for record in the office of the Interstate Commerce Commission in Washington, D.C. as follows.

<u>Date</u>	<u>Time</u>	<u>Recordation Number</u>
December 31, 1991	12 05 PM	17653

C. For adequate consideration that has been acknowledged, Lender has agreed to release its security interest in the Collateral covered by the above Security Agreement

NOW THEREFORE, Lender agrees as follows:

(1) Lender hereby absolutely and unconditionally releases and discharges its security interest and any other rights, title or interest which it may have in the Collateral.

(2) Lender agrees that it will execute, acknowledge and deliver such further releases, termination statements, assignments and other further assurances pursuant to this Full Release Agreement as may be requested by Borrower in order to effectuate the release of the Collateral.

IN WITNESS WHEREOF, Lender has executed this Full Release Agreement effective as of the date first above written.

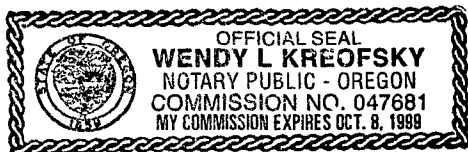
KEY BANK OF OREGON

By  \_\_\_\_\_

Title Vice President

STATE OF Oregon )  
County of Multnomah ) ss.

On this 7th day of June, 1996, before me personally appeared C B Anderson to me personally known, who being by me duly sworn, says that he is the Vice President of Key Bank of Oregon, that the foregoing instrument was signed on behalf of said entity, and he acknowledged that the execution of the said instrument was his free act and deed.



Wendy L Kreofsky  
Notary Public for Oregon  
My commission expires 10/8/99